



Notice of Price Agreement Award

Page 1 of 1
Printed: 1/5/2005

STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS
CAPITOL HILL
PROVIDENCE RI 02908

| | | | |
|----------------------------|--|------------------------------------|---|
| V E N D O R | WASHINGTON TRUST CO, THE 23 BROAD ST WESTERLY RI 02891 | AUTOMATIC TELLER MACHINES | |
| | | Award Number 68M00319416 | Effective Period: 12/14/04 - 12/13/07 |

| | | | | |
|----------------------------|--|--|---------------------------------|--|
| S H I P T O | ADMINISTRATION MASTER PRICE AGREEMENT RELEASE AGAINST RI MPA | Date: 12/31/2004 Buyer: JEROME MOYNIHAN Shipping: F.O.B., Destination Terms: Net 30 | I N V O I C E | ADMINISTRATION MASTER PRICE AGREEMENT RELEASE AGAINST RI MPA |
| | | | | |

| Department | | | Bid Number | Requisition Number |
|----------------|--|---------|------------|--------------------|
| ADMINISTRATION | | MPA 335 | B03069 | |
| Item | | Unit | Unit Price | |
| | BLANKET REQUIREMENT: 12/14/04 - 12/13/07 WITH OPTION TO RENEW FOR ONE (1) ADDITIONAL YEAR MPA #335 AUTOMATIC TELLER MACHINES THIS IS A REVENUE GENERATING CONTRACT AWARD VENDOR WIL PAY THE STATE \$.35 PER TRANSACTION AS PER "THIRD" ITEM OF ATTACHED AGREEMENT. STATE AGENCIES NOT SPECIFIED IN THE ATTACHED AGREEMENT SHOULD FIRST CONTACT MARLENE MCCARTHY-TUOHY IF ATM SERVICES ARE DESIRED. EVERY PERSON OR BUSINESS ENTITY PROVIDING GOODS OR SERVICES AT A COST OF \$5000 CUMULATED VALUE IS REQUIRED TO FILE AN AFFIDAVIT REGARDING POLITICAL CAMPAIGN CONTRIBUTIONS WITH THE RI STATE BOARD OF ELECTIONS EVEN IF NO REPORTABLE CAMPAIGN CONTRIBUTIONS HAVE BEEN MADE. (RI GENERAL LAW 17-27) FORMS OBTAINED AT BOARD OF ELECTIONS, CAMPAIGN FINANCE DIVISION, 50 BRANCH AVENUE, PROVIDENCE, RI 02904 (401-222-2056). | | | |

This Notice of Award/Purchase Order is issued in accordance with the specific requirements described herein and the State's Purchasing Regulations and General Conditions of Purchase, copies of which are available at www.purchasing.state.ri.us. Delivery of goods or services as described herein shall be deemed acceptance of these requirements.

COPY

STATE PURCHASING AGENT/DESIGNEE

TERMS AND CONDITIONS OF PRICING AGREEMENT

SCOPE AND LIMITATIONS - This Agreement covers requirements as described herein, ordered by State agencies during the Agreement Period. No additional or alternative requirements are covered, unless added to the Agreement by formal amendment by the State Purchasing Agent or his designee.

Under State Purchasing Law, 37-2-54, "no purchase or contract shall be binding on the state or any agency thereof unless approved by the department [of administration] or made under general regulations which the chief purchasing officer may prescribe." Under State Purchasing Regulation 8.2.1.1.2, "any alleged oral agreement or arrangements made by a bidder or contractor with any agency or an employee of the Office of Purchases may be disregarded and shall not be binding on the state."

PRODUCT ACCEPTANCE - All merchandise offered or otherwise provided shall be new, of prime manufacture, and of first quality unless otherwise specified by the State. The State reserves the right to reject all nonconforming goods, and to cause their return for credit or replacement, at the State's option.

- a) Failure by the state to discover latent defect(s) or concealed damage or non-conformance shall not foreclose the State's right to subsequently reject the goods in question.
- b) Formal or informal acceptance by the State of non-conforming goods shall not constitute a precedent for successive receipts or procurements.

Where the vendor fails to cure the defect promptly or replace the goods, the State reserves the right to cancel the Release, contract with a different vendor, and to invoice the original vendor for any differential in price over the original contract price.

ORDER AUTHORIZATION AND RELEASE AGAINST PRICING AGREEMENT

In no event shall the Vendor deliver goods or provide service until such time as a duly authorized release document is certified by the ordering Agency.

State Agencies shall request release as follows: All releases shall reference the Price Agreement number, the Contract Issue number, the item(s) covered, and the unit pricing in the same format as described herein.

A Department Purchase Order (DPO) listing the items ordered shall be created by the agency. The agency may mail or fax a copy of the order to the Vendor. In some cases the agency may request delivery by telephone, but must provide the Vendor with a DPO Order Number reference for billing purposes. Vendors are encouraged to require written orders to assure payments are processed accurately and promptly.

DELIVERY – If this is an MPA, Vendor will obtain "ship to" information from each participating agency. This information will be contained in the DPO. APA delivery information will be contained in the Notice of Award.

PRICING - All pricing shall be as described herein, and is considered to be fixed and firm for the term of the Agreement, unless specifically noted to the contrary herein. All prices include prepaid freight. Freight, taxes, surcharges, or other additional charges will not be honored unless reflected herein.

INVOICING – All invoices shall reference the DPO Order Number(s), Price Agreement number, the Contract Issue number, the item(s) covered, and the unit pricing in the same format as described herein. If this is an MPA, Vendor will obtain "bill to" information from each participating agency. This information will be contained in the DPO. APA billing information will be contained in the Notice of Award.

PAYMENT - Invoices for items not received, not priced according to contract or for work not yet performed will not be honored. No payment will be processed to any vendor for whom there is no IRS W-9 on file with the State Controller.

Master Price Agreement # 335 Automated Teller Machines
LOI # B03069

Awarded to: The Washington Trust Company, 23 Broad Street, Westerly, RI 02891

Contract Term: 14 Dec 04 – 13 Dec 07, option to renew for one additional year

Washington Trust Contact Person: B. Michael Rauh, Jr.
Senior Vice President
Tel: 401-348-1310
Tel: 800-475-2265
Fax: 401 348-1600
mrauh@washtrust.com

State of Rhode Island Contact Person: Marlene McCarthy-Tuohy
DOA / Central Services
Tel: 401 222-6200
marlenem@gw.doa.state.ri.us

ATM PLACEMENT AGREEMENT

This AGREEMENT made this 14th day of ~~December~~²⁰⁰⁴ by and between The Washington Trust Company (hereinafter referred to as The "Bank") a Rhode Island corporation having its principle place of business and mailing address at 23 Broad Street, Westerly, RI 02891 and The State of Rhode Island and Providence Plantations (hereinafter referred to as the "State") having its principle place of business at Department of Administration, One Capitol Hill, Providence, RI, 02908.

The Automatic Teller Machines ("ATMs") in this Agreement, and amended from time to time, are identified in "Exhibit B" as a part of this Agreement.

WHEREAS, the State has certain locations referred to above and is desirous of providing ATMs at said locations for use by the public, and

WHEREAS, the Bank is in the business of placing ATM machines at Client locations.

NOW THEREFORE, in consideration of the promises and other good and valuable consideration the parties hereto mutually agree:

FIRST: The Initial Term of this Agreement shall be for a period of 3 years beginning on December 14, 2004 and ending on December 13, 2007. This Agreement may be extended for an additional one (1) year term (the "Extended Term") at the discretion of the State, upon the same terms and conditions unless either party gives written notice of its intention to terminate this Agreement by registered mail at least 90 days prior to expiration of the Initial Term or this Agreement and or the Extended Term, whichever is applicable.

SECOND: The Bank hereby agrees to make available to the State, the said ATMs to be installed, maintained and operated at the above noted premises, and the State hereby agrees to make available to the Bank, the said premises to be used by the Bank for the installation, operation and maintenance of said ATMs all in accordance with the terms and conditions of this Agreement.

THIRD: The Bank agrees to pay the State a sum of thirty-five cents (\$0.35) per paid transaction ("commission(s)"). A paid transaction is any ATM transaction made by use of the ATMs subject to this Agreement from or with accounts maintained with banks or institutions other than the Bank. This commission will be paid monthly no later than the tenth (10th) day of each month for the prior month's transactions. An accounting of the total monthly commission payment by ATM location/machine will be provided to the State by the Bank with each payment using generally accepted accounting principles and standard banking practices. The Bank shall make its books and records related to this Agreement available to the State, or its designee, for inspection upon reasonable request

by the State and for a period of three (3) years after termination of this Agreement. The monthly payment obligations will be made to the office or entity in accordance with the attached Exhibit "A" of this Agreement, which is incorporated herein and made a part hereof.

FOURTH: Title to each ATM shall remain in the Bank's (or its designee's) name, and title to all parts in said machine identified above, as well as all paraphernalia used in connection with said machine shall remain the property of the Bank (or its designee). Nothing contained herein shall operate or be construed to give to the Bank any interest or rights in the premises or land of the State.

FIFTH: The State shall provide the Bank with appropriate finished space, sufficiently large to place, access and use the ATM. The State shall provide a standard 110v outlet, and shall be responsible for electricity charges incurred in conjunction with use of the ATM.

SIXTH: The Bank (or its designee) agrees to service said machine when and as necessary to ensure adequate stocks of cash on hand. Service calls shall be answered 24 hours per day, 7 days per week, with response to service calls within 24 hours during regularly scheduled business hours (Monday through Friday, 8:00 am to 4:30 pm and Saturdays, 7:00 am to 12 noon.) For more significant problems, the Bank or its designee will provide workarounds within 48 hours and shall use best efforts to resolve problems within 72 hours. The Bank will furnish all necessary service supplies when and as needed at no cost to the State.

SEVENTH: State agrees not to install any ATMs belonging to either State or any other ATM vendor/distributor during the term of this Agreement at the locations specified in "Exhibit B." However, this clause excludes such ATMs placed on State premises under any existing contract(s) in addition to any State agencies or entities that may be exempt (i.e. Ryan Center) hereby giving the Bank exclusive rights to the installation of ATMs at the above locations and other locations as may be deemed necessary by the State throughout the term of this agreement. The Bank has the right to upgrade the appearance of the ATM with Bank specific advertising in the form of lighted surrounds or similar bank-specific branding upon mutual agreement by the State and/or State Agency.

EIGHTH: The State shall not be responsible for the theft or any loss or damage to the Bank's ATMs or the contents thereof while they are on the State's premises. The Bank shall be solely responsible for the installation of security cameras or other security measures to prevent such theft, loss or damage. The Bank shall be responsible for the actions of its employees and contractors while on/at the property of the State. The Bank agrees to indemnify and hold the State harmless of, from, and against all claims, costs, suits, and liability resulting from or pertaining to the use or operations of the ATMs while on the State's property, unless such claims, costs, suits, and liability arise primarily out of the negligence, gross negligence, or willful misconduct of the State or its employees, officers or directors.

NINTH: As a condition to entering into this agreement and during the initial or any extended term of this Agreement, the Bank shall provide the State, upon execution of this Agreement and upon reasonable request thereafter, a certificate of insurance, in standard form, evidencing comprehensive liability insurance with coverage of not less than One Million Dollars (\$1,000,000.00) combined single limit each occurrence and One Million Dollars (\$1,000,000.00) aggregate and property damage coverage in policy limits not less than One Million Dollars (\$1,000,000.00) combined single limit each occurrence and One Million Dollars (\$1,000,000.00) aggregate. All insurance policies shall be with an insurance carrier(s) properly licensed to do business in the State and shall name, by endorsement, the State of Rhode Island as an additional insured.

TENTH: This Agreement shall terminate upon the expiration of the Initial Term, unless extended as provided herein, in which case at the expiration of the Extended Term. This Agreement may be terminated prior to the expiration of the Initial or Extended Term by written notice of termination for any material breach of its terms and conditions. The party who breached the Agreement shall be provided written notice of termination by the non-breaching party and which notice shall also contain a description of the breach by the non-breaching party together with a sixty (60) day opportunity to cure said breach along with the date of termination effective after the expiration of the sixty (60) day cure period. In the event that the breach remains uncured or uncorrected, after the expiration of said sixty (60) day period, the Agreement shall terminate on the said effective date of termination and the non-breaching party shall have the right to recover its necessary and reasonable costs to terminate this Agreement and to recover use and possession of its equipment and/or premises, as the case may be.

ELEVENTH: Whenever a notice or other communication is permitted or required by this Agreement to be given by one party to the other, then such notice or communication shall be valid and effective if it is in writing and sent to the other party at the address set forth below, by certified or registered mail, postage prepaid, return receipt requested, or by in-hand delivery. Such notice or communication may also be faxed to the other party, which shall be deemed valid and effective if also mailed or delivered as provided herein. Either party may also, from time to time, change the office or address to receive such notice or communication on its behalf by giving notice of said change to the other party as provided herein.

To the State: Office of the Director
Attn: Marlene McCarthy-Touhy
Department of Administration
One Capitol Hill
Providence, RI 02908

To Bank: B. Michael Rauh, Jr.
Senior Vice President
The Washington Trust Company
23 Broad Street
Westerly, RI 02891

TWELFTH: The Bank shall have thirty (30) days from the date of termination, for any reason or cause whatsoever, to remove all of said ATM equipment from the State premises unless some other time period has been agreed to by the parties in writing. The Bank shall be responsible for returning State premises as close as practicable to the original set of conditions upon the removal of said ATM equipment.

THIRTEENTH: No amendment, modification or assignment of this Agreement, or any part hereof, shall be valid unless it has first been approved in writing signed by both parties.

FOURTEENTH: No waiver of any term or condition of this Agreement, or its performance, shall be valid unless contained in writing signed by the party who is claimed to have waived or released such term, condition or performance. The failure to insist upon the strict performance of any provision of this Agreement or to exercise any right or remedy set forth herein shall not constitute a waiver of that provision or relinquishment of said right or remedy.

FIFTEENTH: This Agreement shall be binding upon the parties hereto, their heirs, executors, administrators, successors, and assigns. It is expressly understood and agreed by both parties hereto that where in this Agreement the words "Bank" and "State" are used, the same shall import and extend to the successors and assigns of such "Bank" and "State" as to the rights, duties, and liabilities, unless the context shall clearly exclude such a meaning.

SIXTEENTH: This agreement is the result of a public procurement process and will result in the issuance of a purchase order from the Office of Purchases, Department of Administration, State of Rhode Island and is subject to the terms and conditions of the purchase order, the solicitation documents, the state's standard conditions of purchase and applicable laws and regulations of the State of Rhode Island.

IN WITNESS WHEREOF, the Washington Trust Company and State have executed duplicate originals of this ATM PLACEMENT AGREEMENT on the day and date first above written.

The Washington Trust Company

By: 

Name: B. Michael Rauh, Jr.

Title: SVP, Corp. Sales, Planning & Delivery

State of Rhode Island and Providence Plantations

By: 

Printed Name: BEVERLY E. NAJARIAN

Title: Director, Dept. of Administration

Exhibit "A"

Commission Payments

1. For the University of Rhode Island, Rhode Island College and CCRI monthly commission payments are to be made to the Controller at each institution of higher education.
2. For all other state agencies or entities covered by this Agreement, monthly commission payments are to be made payable to the "General Treasurer of RI" and mailed to the State Controller, Office of Accounts and Control, One Capitol Hill, Providence, RI, 02908.

EXHIBIT "B"

Department of Corrections
ISC Intake Service Center
18 Slate Hill Road
Cranston, RI

William E. Powers Building
One Capitol Hill
Providence, RI 02908

Registry of Motor Vehicles

Apex Plaza
100 Main Street
Pawtucket, RI 02860

73 Valley Road
Middletown, RI 02840

Stedman Government Center
Tower Hill Road
Wakefield, RI 02879

1 Joyce Street
Warren, RI 02879

Rhode Island Mall
Warwick, RI 02886

1237 Main Street
West Warwick, RI 02893

Ocean Plaza
62 Franklin Street
Unit 13 (HOLD)
Westerly, RI 02891

219 Pond Street
Woonsocket, RI 02895

URI, FCCE
80 Washington Street
Providence, RI 02903

URI, Narragansett Bay Campus
Exact location to be determined
Contact Person: Jeff Callahan — (401) 874-6584

Any other locations as may be deemed necessary by the State throughout the term of this agreement.